

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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	:	
In re	:	Chapter 11
	:	
LEHMAN BROTHERS HOLDINGS INC., <i>et al.</i> ,	:	Case No. 08-13555 (JMP)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	X	

**NOTICE OF PARTIAL TRANSFER OF CLAIM
PURSUANT TO FRBP RULE 3001(e)(2)**

1. TO: **ICICI Bank UK plc** (“Transferor”)
One Thomas More Square
5 Thomas More Street
London, E1W 1YN
United Kingdom
Attn: Priti Shetty
Tel: +44 20 7375 5051
2. Please take notice of the transfer in the amount of US \$14,316,551.08 of your claim against LEHMAN BROTHERS HOLDINGS INC., Case No. 08-13555 (JMP) arising from and relating to Proof of Claim No. 58791 (attached as Exhibit A hereto), to:

The Royal Bank of Scotland plc (“Transferee”)
135 Bishopsgate
London, EC2M 3UR
United Kingdom
Attn: Andrew Scotland/Oonagh Hoyland
Tel: +44 20 7085 7926/1790
E-mail: andrew.scotland@rbs.com; oonagh.hoyland@rbs.com

An evidence of transfer of claim is attached hereto as Exhibit B. All distributions and notices regarding the transferred portion of the claim should be sent to the Transferee at the instructions attached hereto as Exhibit C.

3. No action is required if you do not object to the partial transfer of your claim. However, **IF YOU OBJECT TO THE PARTIAL TRANSFER OF YOUR CLAIM, WITHIN 20 DAYS OF THE DATE OF THIS NOTICE, YOU MUST:**

-- **FILE A WRITTEN OBJECTION TO THE TRANSFER** with:

United States Bankruptcy Court
Southern District of New York
Attn: Clerk of Court
Alexander Hamilton Custom House
One Bowling Green
New York, NY 10004-1408

-- **SEND A COPY OF YOUR OBJECTION TO THE TRANSFEREE**

-- Refer to **INTERNAL CONTROL NO.** _____ in your objection and any further correspondence related to this transfer.

4. If you file an objection, a hearing will be scheduled. **IF YOUR OBJECTION IS NOT TIMELY FILED, THE TRANSFEREE WILL BE SUBSTITUTED FOR THE TRANSFEROR ON OUR RECORDS AS A CLAIMANT IN THIS PROCEEDING.**

CLERK

FOR CLERK'S OFFICE USE ONLY:

This notice was mailed to the first named party, by first class mail, postage prepaid on _____, 2010.


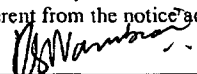
INTERNAL CONTROL NO. _____

Copy: (check) Claims Agent ____ Transferee ____ Debtor's Attorney ____

Deputy Clerk

EXHIBIT A

PROOF OF CLAIM

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000058791	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) ICICI Bank UK PLC Attn: Priti Shetty One Thomas More Square 5 Thomas More Street London E1W 1YN +442073755051 Telephone number: priti.shetty@icicibank.com Email Address:		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Name and address where payment should be sent (if different from above) Telephone number: Email Address:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
<p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p>Amount of Claim: \$ <u>\$45,734,831.55</u> (Required) & AMOUNTS TO BE DETERMINED PER ATTACHED ADDENDUM</p> <p><input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p>			
<p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. XS0282937985 and XS0300055547 and XS0224346592 (see attached Annex A)</p> <p>International Securities Identification Number (ISIN): _____ (Required)</p>			
<p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p> <p>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: 9454818 and 9454819 and 9454820 (see attached Annex A)</p> <p>(Required)</p>			
<p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.</p> <p>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: EC16425 (Required)</p>			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		<div style="border: 2px solid black; padding: 5px; text-align: center;">FOR COURT USE ONLY FILED / RECEIVED OCT 30 2009 EPIQ BANKRUPTCY SOLUTIONS, LLC</div>	
Date: 28.10.09.	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. 		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

Name: Suvek Nambiar; Title: MD & CEO - ICICI Bank UK PLC; Telephone: +44(0) 207 375 5001

ADDENDUM TO THE LEHMAN SECURITIES PROGRAMS
PROOF OF CLAIM OF ICICI BANK UK PLC
AGAINST LEHMAN BROTHERS HOLDINGS INC.

1. In addition to the liquidated claim (the “**Liquidated Claim**”) in the amount set forth opposite item number 1 of the proof of claim (the “**Proof of Claim**”), the Creditor identified in the Proof of Claim hereby asserts claims against Lehman Brothers Holdings, Inc. (“**LBHI**”) for (i) any and all other damages, fees, costs and/or expenses incurred by the Creditor in connection with the failure of LBHI to perform its obligations under the Lehman Programs Securities specified on the Proof of Claim (the “**LPS**”), including, but not limited to, the Creditor’s legal fees or other costs of collection; and (ii) any additional interest accrued in respect of (a) the Liquidated Claim and (b) the additional amounts set forth in clause (i) above through the date of payment, in each case to the extent the Creditor is entitled to such amounts pursuant to the applicable agreement or contract or applicable law (collectively, the “**Additional Claims**”) (together with the Liquidated Claim, the “**Claims**”). The Additional Claims cannot be liquidated at this time but will be liquidated prior to the time of allowance.

2. Nothing herein or in the Proof of Claim modifies, alters, amends or waives any right the Creditor may have under the Bankruptcy Code, applicable bankruptcy laws in other jurisdictions, applicable non-bankruptcy laws or any agreement or understanding to assert and recover interest, costs, fees and expenses, including professional fees, from LBHI.

3. The Creditor has filed the Proof of Claim only with respect to the Claims and the matters described therein. The Creditor and its affiliates have or may file additional proofs of claim against the LBHI or its affiliates (collectively, the “**Debtor**

Entities”) under the chapter 11 proceedings and under bankruptcy proceedings in other jurisdictions with respect to claims arising out of other transactions or matters.

4. The Creditor reserves its right to (a) assert any right of set-off, counterclaim or recoupment that it may now or in the future have against the Debtor Entities and (b) amend or supplement the Proof of Claim at any time.

ANNEX A

ISIN	Principal	Accrued Interest	Total Claim Amount	Euroclear Bank Electronic Reference Number
XS0282937985	\$17,041,800.00	\$102,245.12	\$17,144,045.12	9454818
XS0300055547	\$14,201,500.00	\$72,735.35	\$14,274,235.35	9454819
XS0224346592	\$14,201,500.00	\$115,051.08	\$14,316,551.08	9454820
Total	\$45,444,800.00	\$290,031.55	\$45,734,831.55	

EUR/USD Exchange rate
used (as on Sep 15, 2008)

1.42015

EXHIBIT B

EVIDENCE OF TRANSFER OF CLAIM

Final Form 11/20/09

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **ICICI Bank UK PLC** ("**Seller**") hereby unconditionally and irrevocably sells, transfers and assigns to **The Royal Bank of Scotland Plc** (the "**Purchaser**"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the \$14,201,500.00[**principal amount**] specified in Schedule 1 attached hereto (the "**Purchased Claim**"), in Seller's right, title and interest in and to Proof of Claim Number **0000058791** filed by or on behalf of Seller (the "**Proof of Claim**") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "**Proceedings**") in the United States Bankruptcy Court for the Southern District of New York (the "**Court**"), administered under Case No. 08-13555 (JMP) (the "**Debtor**"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "**Bankruptcy Code**")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "**Transferred Claims**"), and (d) the security or securities (any such security, a "**Purchased Security**") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller.

DMS#1098075 v.1

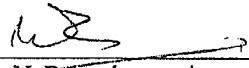
5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 15th day of March 2010.

[SELLER]
ICICI Bank UK PLC

By: 
Name: N. Balasubramanian
Title: Head - Treasury

One Thomas More Square
5 Thomas More Street
London E1W 1YN
UK

[PURCHASER]
The Royal Bank of Scotland Plc

By: 
Name:
Title:

135 Bishopsgate
London EC2M 3UR
UK
Oonagh Hoyland
Authorised Signatory
The Royal Bank of Scotland plc

Schedule 1

Transferred Claims

Purchased Claim

\$14,316,551.08 of \$45,734,831.55 (the outstanding amount of the Proof of Claim as of 15 March 2010).

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
Lehman Brothers Holding Inc -- Senior € FRN	XS0224346592	Lehman Brothers Holdings Inc.	None	\$14,201,500.00 (equivalently € 10,000,000.00)	Floating rate note	20 July 2012	\$14,316,551.08

Schedule 1-1

EXHIBIT C

Address for Notices:

The Royal Bank of Scotland plc
135 Bishopsgate
London EC2M 3UR
United Kingdom
Attn: Andrew Scotland/Oonagh Hoyland
Tel: +44 20 7085 7926/1790
E-mail: andrew.scotland@rbs.com; oonagh.hoyland@rbs.com

Wire Instructions:

USD Instructions:

Bank:	JP Morgan Chase Bank, New York
Swift:	CHASUS33
Account Number:	400759136
Swift:	RBOSGB2LGLO - Royal Bank of Scotland GLO, London
Reference:	Global Lending Operations/ICICI Bank UK plc Trade Claim